

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 37		
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE07-00-D-M051</div>			2. DELIVERY ORDER/CALL NO. <div style="border: 1px solid black; padding: 2px;">0003</div>		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2001APR13</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA4</div>			
6. ISSUED BY TACOM SFAE-GCS-W-BCTP JENNY STERBA (586)753-2078 WARREN, MICHIGAN 48397-5000 EMAIL: STERBAJ@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W56HZV</div>		7. ADMINISTERED BY (If other than 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 A NONE SC1012			CODE <div style="border: 1px solid black; padding: 2px;">S2305A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)</div>		
9. CONTRACTOR GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 NAME AND ADDRESS TYPE BUSINESS: Large Business Performing in U.S.			CODE <div style="border: 1px solid black; padding: 2px;">1NLE2</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>		12. DISCOUNT TERMS	
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15					
14. SHIP TO SEE SCHEDULE			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE <div style="border: 1px solid black; padding: 2px;">SC1018</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL <div style="border: 1px solid black; padding: 2px;">X</div>		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.								
PURCHASE				Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein.								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA 2001APR13 SIGNED REPRINT BY: CONTRACTING/ORDERING OFFICER						25. TOTAL \$48,165,895.00		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.										34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

- 01
- 02
- 03
- 04
- 05
- 06
- 07
- 08
- 09
- 10
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 1A
- 1B
- 20

SUPPLEMENTAL INFORMATION

1. This is a bilateral Delivery Order 0003 to Requirements Contract DAAE07-00-D-M051.
2. The purpose of this delivery order is to purchase seven (7) Mobile Gun Systems (MGS) vehicles at a not-to exceed ceiling price and fund the non-recurring costs associated with the purchase of these vehicles.
3. Section B of this delivery order reflects:
- a. The applicable vehicle CLIN with quantities and the required delivery dates.

b. The establishment of a CLIN to fund non-recurring costs associated with the purchase of vehicles.
4. Section G contains the applicable administrative and accounting data associated with this delivery order.
5. The not-to-exceed ceiling price established for the vehicles is \$39,646,023.00 and the current limitation of Government liability is \$19,823,011.50.
6. The following clauses apply to this delivery order:
- FAR 52.216.24 Limitation of Government Liability (APR 1984)  
DFARS 252.217-7027 Contract Definitization (OCT 1998)
7. The total dollars funded for this action are \$19,823,011.50.

\*\*\* END OF NARRATIVE A 001 \*\*\*

1. This Modification 01 to Delivery Order 0003 to Requirements Contract DAAE07-00-D-M051 is a bilateral modification.
2. The purpose of this modification is to provide the contractor with the following used material to be incorporated into the 7 MGS vehicles under this delivery order. This material is provided on an "as is" basis.

ITEM	National Stock Number	Part Number	Quantity
Breech Mechanism	1015-01-093-8916	11579698	9 each
Bore Evacuator	1015-01-090-8044	11579684	9 each
Nuts	5310-00-678-4312	8765952	9 each

3. The adjustment for this change will be included in the final negotiated price of the 7 MGS vehicles awarded under Delivery Order 0003.
4. In addition to the above, this modification adds ELIN 5000 Contract Data Requirements List (CDRL) which were inadvertently omitted from Delivery Order 0003 at time of award.
5. As a result of this modification, the not-to-exceed ceiling price of \$39,646,023.00 and the limitation of liability of \$19,823,011.50 remain unchanged.
6. Except as specifically stated above, all other terms and conditions of the delivery order remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 002 \*\*\*

1. Modification 02 to Delivery Order 0003 is a bilateral modification under requirements contract DAAE07-00-D-M051.
2. The purpose of this Modification 02 to Delivery Order 0003 is to increase the quantity of Mobile Gun System (MGS) vehicles from seven (7) to ten (10).

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3. Section B of this Modification 02 to Delivery Order 0003 reflects the following:
- a. an increase in quantity of three (3) MGS vehicles under CLIN 0900AA from seven vehicles to ten (10) vehicles and
  - b. the delivery dates for the additional quantity of three (3) vehicles.
4. The period of performance for this effort shall begin the date this modification is signed. The estimated completion date is 15 Jan 2003.
5. The government shall provide the contractor with the following used material under this Modification 02 to Delivery Order 0003 to be incorporated into the three (3) MGS vehicles. This material is provided on an "as is" basis.
- | ITEM             | National Stock Number | Part Number | Quantity |
|------------------|-----------------------|-------------|----------|
| Breech Mechanism | 1015-01-093-8916      | 11579698    | 3 each   |
| Bore Evacuator   | 1015-01-090-8044      | 11579684    | 3 each   |
| Nuts             | 5310-00-678-4312      | 8765952     | 3 each   |
6. The following clauses apply to this delivery order:
- FAR 52.216-24 Limitation of Government Liability
  - FAR 52.216-26 Payments of Allowable Costs before Definitization
  - DFARS 252.217-7027 Contract Definitization
7. The definitized contract is planned to be firm fixed price with the following definitization schedule:
- |   |           |
|---|-----------|
| Projected Award Date of UCA/Letter Contract | 24 Aug 01 |
| Projected Date to Begin Alpha Effort        | 28 Aug 01 |
| Projected Completion Date of Alpha Effort   | 28 Sep 01 |
| Estimated Date of Contract Definitization   | 09 Oct 01 |
8. The contractor agrees to add three (3) additional MGS vehicles at a Not-to-Exceed Ceiling Price of \$12,275,463.00 which increases the not-to-exceed ceiling price for Delivery Order 0003 from \$39,646,023.00 to 51,921,486.00.
9. The limitation of government liability amount for the additional three (3) MGS vehicles is \$6,137,731.50 which increases the limitation of government liability from \$19,823,011.50 to \$25,960,743.00.
10. The total amount funded and obligated for Delivery Order 0003 is increased by \$6,137,731.50 from \$19,823,011.50 to \$25,960,743.00.
11. The not-to-exceed ceiling price, limitation of government liability and total dollars funded for the non-recurring costs remain unchanged.
12. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 003 \*\*\*

- a. The purpose of this modification is to change the contractor's address as follows:

Street Address:

GM GDLS Defense Group L.L.C.  
14920 Twenty-three (23) Mile Road  
Shelby Township, MI 48315

Mailing Address:

GM GDLS Defense Group L.L.C.  
P O Box 2055  
Warren, MI 44090-2055

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b. The obligated amount remains unchanged.

\*\*\* END OF NARRATIVE A 004 \*\*\*

1. This is a unilateral modification to Delivery Order 0003 of Requirements Contract DAAE07-00-D-M051.
2. The purpose of this modification is provide the remaining funding for Nonrecurring costs associated with the MGS vehicles.
3. As a result of this action, the funding under CLIN 0901AA of Delivery Order 0003 is increased by \$5,501,638 from \$5,501,638 to \$11,003,276.
4. All other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 005 \*\*\*

1. This is a unilateral modification to Delivery Order 0003 of Requirements Contract DAAE07-00-D-M051.
2. The purpose of this modification is to revise the Performance Completion Date for CLIN 0901AA on page 3 of Modification 03 from 15 Nov 2002 to 15 Jul 2002.
3. The contract price is unchanged as a result of this modification. All other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 006 \*\*\*

1. Modification 05 to Delivery Order 0003 is a unilateral modificaliton under requirements contract DAAE07-00-D-M051.
2. The purpose of this modification is to increase the funding for CLIN 0900AA by \$8,183,642.00 from \$20,459,105.00 to \$28,642,747.00 in accordance with DFARS 217.7404-4, Limitation of Obligations, which authorizes the obligation of up to 75% of the ceiling price upon receipt of a qualifying proposal.
3. As a result of this modifcaion, the obligated amount for Delivery Order 0003 is increased by \$8,183,642.00 from \$31,462,381.00 to \$39,646,023.00.
4. All other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 007 \*\*\*

PROGRAM - FAMILY OF INTERIM ARMORED VEHICLES - MOBILE GUN SYSTEM

1. This Modification 06 to Delivery Order 0003 to Requirements Contract DAAE07-00-D-M051 is a bilateral modification.
2. The purpose of this Modification 06 is to definitize the price for the quantity of ten (10) Mobile Gun System vehicles placed under this Delivery Order 0003 and equitably adjust the obligated amount therefore.
3. The negotiated settlement is as follows:

CLIN	QTY	UNIT PRICE	TOTAL PRICE	COST
0900AA	10	3,722,050.00	37,220,500.00	Recurring - Vehicles
0901AA	N/A	N/A	11,003,276.00	Non-Recurring
TOTAL			48,223,776.00	

4. This negotiated settlement definitizes the price of CLIN 0900AA as ordered under Delivery Order 0003 and revised by Modification 01 dated 19 Jul 01 and Modification 02 dated 22 Aug 01. This settlement includes a one time payment of non-recurring costs as outlined in Section H.3 of the contract.
5. This negotiated settlement for these ten (10) MGS vehicles under Delivery Order 0003 satisfies all ordering requirements as if the order was placed in accordance with Section H.3 of the requirements contract.

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6. The total amount obligated for Delivery Order 0003 is increased by \$8,577,753.00.
7. The parties acknowledge that any and all claims for adjustment which they may have with respect to this action are fully satisfied in this equitable adjustment.
8. That except as stated above, all other terms and conditions of the Contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 008 \*\*\*

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES - MOBILE GUN SYSTEM (MGS)

1. This bilateral Modification 07 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a change order.
2. Pursuant to clause I.73 of the Requirements Contract entitled, "Changes-Fixed Price", FAR 52.243-1, August 1987, the Government authorizes the contractor to integrate the M88 Automatic Chemical Agent Detector Unit into 10 Mobile Gun System (MGS) vehicles.
3. The contractor shall incorporate the M88 inside the vehicles with exterior sampling capability. The M88 (less the battery pack) will be provided to the contractor as Government Furnished Material (GFM). The contractor shall integrate the M88 into the MGS vehicles in the quantity listed above, provide mounting provisions, vehicle power, FBCB2 integration, remote alarm, and a vapor transfer system. After integration is completed, the M88 shall perform in accordance with the requirements of IAV Performance Specification 2000.1, paragraph 3.1.1.4.2.4.1 as revised in Delivery Order 0001, Modification 20.
4. The period of performance for this effort will begin the date this Modification 07 is signed and will continue in accordance with the delivery schedule reflected in Delivery Order 0003.
5. The following clauses apply to this Modification 07:
 

FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs before Definitization
DFARS 252.217-7027	Contract Definitization
6. The definitized contract is planned to be firm-fixed-price with the following definitization schedule:
 

Projected Award Date of HCA/Letter Contract	16 Nov 01
Projected Date to Begin Alpha Effort	03 Dec 01
Projected Completion Date of Alpha Effort	24 Apr 02
Projected Date of Contract Definitization	24 May 02
7. Costs associated with application for Army/NRC licenses or permits related to handling or storage of the M88 Detector at GM Defense and GDLS facilities are not included in this modification. Additionally, material handling and training costs associated with designating the M88 as GFM are not included in this modification.
8. The contractor agrees to accomplish this effort at a Not-to-Exceed Ceiling Price of \$175,600.00.
9. The limitation of government liability amount is \$87,800.00
10. The total amount funded for this effort \$87,800.00.
11. The amount obligated for Delivery Order 0003 is increased by \$87,800.00.
12. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

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\*\*\* END OF NARRATIVE A 009 \*\*\*

PROGRAM: FAMILY OF INTERIM ARMORED VEHICLES - MOBILE GUN SYSTEM (MGS)

1. This bilateral Modification 08 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a change order.
2. Pursuant to clause I.73 of the Requirements Contract entitled, "Changes-Fixed Price", FAR 52.243-1, August 1987, the Government authorizes the contractor to integrate the stabilized Commander's Panoramic Viewer (CPV) into ten Mobile Gun System (MGS) vehicles. After integration is completed, the CPV shall perform in accordance with the requirements of IAV Performance Specification 2000.10, paragraph 3.1.2.2.4.1.2 as added in Delivery Order 0001, Modification 25.
3. The period of performance for this effort will begin the date this Modification 08 is signed and will be completed by 28 Feb 2003.
4. The following clauses apply to this Modification 08:

FAR 52.216-24

Limitation of Government Liability

FAR 52.216-26

Payments of Allowable Costs before Definitization

DFARS 252.217-7027

Contract Definitization
5. The definitized contract is planned to be firm-fixed-price with the following definitization schedule:

Projected Award Date of HCA/Letter Contract

19 Nov 01

Projected Date to Begin Alpha Effort

03 Dec 01

Projected Completion Date of Alpha Effort

29 Apr 02

Projected Date of Contract Definitization

28 May 02
6. The contractor agrees to accomplish this effort at a Not-to-Exceed Ceiling Price of \$910,164.00.
7. The limitation of government liability amount is \$455,082.00.
8. The total amount funded for this effort \$455,082.00.
9. The amount obligated for Delivery Order 0003 is increased by \$455,082.00.
10. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 010 \*\*\*

PROGRAM: Family of Interim Armored Vehicles - Mobile Gun System (MGS)

1. This Modification 09 to Delivery Order 0003 of Requirements Contract DAAE07-00-D-M051 is a unilateral modification.
2. The purpose of this Modification 09 is to:
  - a. Deobligate \$ 542,882.00 from CLIN 0900AA
  - b. Add CLIN 9000AA to Delivery Order 0003
  - c. Obligate \$ 87,800.00 under CLIN 9000AA
  - d. Add CLIN 9000AB to Delivery Order 0003

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- e. Obligate \$455,082.00 under CLIN 9000AB.
3. As a result of this Modification 09, CLIN 0900AA is hereby decreased by 542,882.00, CLIN 9000AA is established and is funded at \$87,800.00 and CLIN 9000AB is established and is funded at 455,082.00.
4. The cumulative obligated amount under Delivery Order 0003 remains unchanged.
5. Except as stated herein, all other terms and conditions of the Delivery Order remain unchanged and in full force and effect.
- \*\*\* END OF NARRATIVE A 011 \*\*\*
- PROGRAM: Family of Interim Armored Vehicles
1. This Modification 12 is a unilateral modification to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051.
2. Pursuant to Clause I.86 of the Requirements Contract, FAR 52.249-2 entitled "Termination for Convenience of the Government (Fixed Price) (Sep 1996), the Government hereby terminates the performance of work, in part, under Delivery Order 0003 for the convenience of the Government.
3. On 08 April 2002, the Contracting Officer issued a "Stop Work Order" on two (2) of the three (3) Mobile Gun System (MGS) vehicles originally placed on contract under Delivery Order 0003, Modification 02 dated 22 August 2001. This notification of partial termination for convenience of the Government constitutes the Contracting Officer's response concluding the work required on two (2) of the three (3) MGS vehicles.
4. The performance of work on two (2) of the three (3) MGS vehicles is hereby terminated with the exception of the MGS unique parts that will be used to support testing.
5. After receipt of this Notice of Termination, and except as directed by the Contracting Officer, the contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

a. "Stop Work" on two (2) of the three (3) MGS vehicles under Delivery Order 0003 with the exception of the MGS unique parts as directed by the Contracting Officer in a letter dated 08 April 2002.

b. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of work under Delivery Order 0003.

c. Terminate all subcontracts or orders to the extent that they relate to the portion of work terminated.

d. Complete performance of the work under Delivery Order 0003 which has not been terminated.

e. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

f. Submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request within this 120 day period.

g. Submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contarcting Officer promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request within this 1 year period.
6. Except as stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.
- \*\*\* END OF NARRATIVE A 013 \*\*\*
1. The purpose of this modification 13 is to change the Inspection and Acceptance point for the 8 MGS vehicles under Delivery Order

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- 0003 to the GDLS Muskegon Technical Center in Muskegon, Michigan.
2. This clarification is added to page 3 of Delivery Order 0003. Page 3 is hereby deleted and the attached revised page 3 is substituted in lieu thereof.
  3. The delivery order price is neither increased nor decreased as a result of this change.
  4. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 014 \*\*\*

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 14 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of one (1) Mobile Gun System (MGS) Vehicle(s). The Contractor Serial Number is MGS-0001.
3. Baseline Configuration. The initial baseline configuration for the vehicle(s) was manufactured to the contractor's General Assembly MGS Part Number 12479553 (Preliminary Baseline Document GDV0470), dated 8 July 2002, with the exception of the contractor generated Engineering Change Orders outlined in Attachment C and the System Integration Problem Report (SIPR) outlined in Attachment D. Attachment C and D are incorporated into this modification by reference.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the MGS, C.5.5 are waived for the vehicle(s) covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:

- a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
- b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the MGS Performance Specification, and any Interface Control Documents related to Government Furnished Material.

- 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
- 2) The Joint Contractor-Government Configuration Management (CM) Team has established a corrective action plan for the CM process. To clarify the CM process, the contractor and the Government agree to execute a contract modification which specifies the CM process for Production no later than 15 Aug 2002.
- 3) Development Team Meetings. The Joint Contractor-Government Development Team shall coordinate the resolution of PQT, performance, and vehicle configuration issues.

5. The contract provisions of C.3.10 and C.5.13 are waived for the vehicle(s) covered by this modification subject to the following conditions:
  - a. The contractor complies with requirements covered by previous modifications under Delivery Order 0002 and complies with requirements in this modification to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1, W-BCT-011, W-BCT 012, W-BCT-013, and W-BCT-018.
  - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicle(s) accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250

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approval.

c. The Government has authorized the contractor to use Beryllium in the Head Mirror of the Compact Modular Sight (CMS) for the MGS with the following stipulations: 1) Use is approved only until such time as an alternative mirror can be developed and qualified for this application and 2) Brush/Wellman Material Safety Data Sheet-No. M10 guidance must be followed throughout its use and each mirror must be permanently marked with the following information:

MADE FROM BERYLLIUM  
Do not machine, cut or grind upon  
Beryllium particulates can present a severe health risk  
Must be returned to the manufacturer for disposal:  
Brush Wellman, Inc.  
147010 W. Portage River Road, South  
Elmore, Ohio 43416  
419-862-417

d. Mirrors in need of maintenance, demilitarization or disposal, shall be returned to Brush/Wellman. The contractor shall develop the following TM warning.

USE OF BERYLLIUM IN THE HEAD MIRROR OF THE  
COMPACE MODULAR SIGHT (CMS)  
FOR THE MOBILE GUN SYSTEM (MGS) VEHICLES

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects or deficiencies in parts, components or assemblies provisionally released. Section H.15.1.4 of this contract defines failures/defects as 1) any condition or characteristic in the vehicles that is not in compliance with the requirements of this contract, or 2) any item, part, assembly or subassembly on the vehicle that does not function or operate as it is designed/intended. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements under the applicable Delivery Orders 0001 and/or 0003. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. To inspect the vehicle(s) covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) MGS FIR Revision D dated, 15 Apr 2002 at Anniston and MGS FIR Revision G, dated 10 Jun 2002 at Muskegon, Portions of the FIR not completed are listed in Attachment A. Attachment A will be incorporated by reference into this modification.

8. Pursuant to the FIRs identified in paragraph 7 above, the subject MGS will be conditionally accepted. This vehicle(s) will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

Vehicle Information Data Sheets (VIDS) provides retrofit data for each vehicle delivered to the Government and is an automated solution available to the Government with the IDE. The VIDS databases incorporate all the information related to required, known or planned retrofits of the vehicle(s). It identifies and provides tracing of all missing or corrected parts that require retrofit. It identifies software changes as well as, unresolved/open issues pending corrective action identification. It may include Production Improvement Notices (PINS) or Changes Other Than Production Improvements (COTPIS) requiring retrofit. The VIDS report shall be structured so that it can be sorted by retrofit items/issues as well as by vehicle. The vehicle specific lists of retrofit item(s) and their installation date(s) determine the start dates for extended warranties.

The contractor shall generate and maintain a vehicle unique VIDS, formerly Attachment B. The contractor shall provide an

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automated solution that can function within the IDE. The VIDS database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the VIDS (IAW CDRL TBD) beginning no later than 15 Aug 02. At a minimum, the VIDS update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The VIDS submission shall be structured to sort by retrofit items/issues as well as by vehicle. Until the database is generated, the contractor shall manually generate and provide separate VIDS for each vehicle conditionally accepted.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts this vehicle(s) pending resolution/correction of the following Contractor waivers to the vehicle(s) Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver GDVW007)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver GDVW008)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver GDVW009)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver GDVW010)
- 5) Side Marker Lights. (Reference Contractor Waiver W-BCT-0021)
- 6) The 152MM Protection/ 62MM and 14.5MM Protection/ Self Recovery/ Water Heater/ Auxilliary Power Source/ Power System Management. (Reference Contractor Waiver W-BCT-017)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in VIDS which is incorporated into this modification by reference.

d. Height Management System (HMS). In the event the HMS does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

e. Design Review Tasks. The following milestones apply to the Design Review tasks:

- 1) The contractor shall submit a Training Aid Integration Plan by 23 Aug 2002.
- 2) The contractor shall arrange a meeting with the cognizant experts no later than 2 Aug 2002 to discuss the contractor's Software Process and Approach.

f. The parties have agreed to a redesign of the Commander's Panoramic Viewer (CPV). See Modification P00008 to Delivery Order 0003. The unimproved CPV is not required and the vehicle can be accepted without the Viewer subject to the following:

- 1) The contractor is required to submit a proposal to definitize the ceiling price of the stabilized CPV not later than 30 Aug 2002. The additional cost for the improved CPV had not yet been added to the vehicle unit price and is not included herein.
- 2) The delivery schedule for the improved CPV required to complete this vehicle is not later than 31 Dec 2002. The contractor will not invoice for the increase in unit cost of this vehicle until the stabilized CPV is installed, fully funtional and compliant to the applicable requirements.

9. The unit price will be reduced by \$70,186 prior to liquidation of progress payments as the result of restructuring of the contract relative to contractor support to government tests. There are other open specification issues and revision/clarification of the specification in discussions. In the event, the parties agree to reduce/change the contractual requirements as a result of these discussions, an equitable adjustment will be required to the unit price of the vehicle(s). The parties resolve to finalize all these pending contractual and specification actions.

10. The Government will withhold \$224,054 per vehicle (after liquidation of progress payments) for all of the items addressed above in paragraph 8 of this modification.

a. Unless specifically stated or waived herein, acceptance of this vehicle(s) shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the current applicable contract/specification requirements. The price for the MGS represents the price for a fully compliant production representative vehicle. The final production representative or fully compliant vehicle will not be established until all testing or other actions are completed and contractual compliance is established. Until compliance has been established, to include successful completion of PVT, acceptance of the vehicle(s) will remain conditional. Responsibility for redesign to correct failures in PQT, PVT or other vehicle deficiencies will depend on whether the specific component

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"><b>PIIN/SIIN</b> DAAE07-00-D-M051/0003      <b>MOD/AMD</b></p>	<p style="text-align: center;"><b>Page 12 of 37</b></p> <p style="text-align: center;">REPRINT</p>
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or assembly design rights are the Government's responsibility under Delivery Order 0001 or the contractor's proprietary design. However, in all cases, the contractor has the responsibility to retrofit the vehicle(s) to the final production representative configuration under the PVT related correction of deficiencies requirements of the contract.

b. The Warranty start date for the MGS accepted herein is the date the DD250 is executed. The contractor shall implement the procedures to fully exercise vehicle warranties to include the Pass-through, Failure Free and Systemic Warranty coverage as well as the contemplated extended warranty terms. The contractor shall track the parts usage and vehicle issues and, as appropriate, will exercise the warranty. Cost for warranted parts or labor shall not be charged to the cost reimbursement delivery orders for development/integration of test support. All costs associated with the warranty database and the administration of the Warranty are already included in the vehicle price.

11. Shipping instructions.

a. Subsequent to vehicle inspection/acceptance, the vehicle(s) will be shipped in place. While the vehicle(s) is shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicle(s). The Government will not incur any expense due to the shipment of the vehicle(s) in place.

12. As a result of this modification, the total price of Delivery Order 0003 is decreased by \$70,186. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 015 \*\*\*

PROGRAM: FAMILY OF STRYKER ARMORED VEHICLES - MOBILE GUN SYSTEM (MGS)

1. This Modification 10 to Delivery Order 0003 of Requirements Contract DAAE07-00-D-M051 is a unilateral modification.
2. The purpose of this Modification 10 is to:
  - a. Deobligate \$ 7,444,100.00 from CLIN 0900AA
  - B. Add CLIN 0900AC to Delivery Order 0003
  - c. Obligate \$ 7,444,100.00 under CLIN 0900AC
3. As a result of this Modification 10, CLIN 0900AA is hereby decreased by 7,444,100.00; CLIN 0900AC is established and is funded at \$ 7,444,100.00
4. The cumulative obligated amount under Delivery Order 0003 remains unchanged.
5. Except as stated herein, all other terms and conditions of the Delivery Order remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 016 \*\*\*

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 15 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of one (1) Mobile Gun System (MGS) Vehicle(s). The Contractor Serial Number is MGS-0002.
3. Baseline Configuration. The initial baseline configuration for the vehicle(s) was manufactured to the contractor's General Assembly MGS Part Number 12479553 (Preliminary Baseline Document GDV0470), dated 8 July 2002, with the exception of the contractor generated Engineering Change Orders outlined in Attachment C and the System Integration Problem Report (SIPR) outlined in Attachment D. Attachment C and D are incorporated into this modification by reference.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the MGS, C.5.5 are waived for the vehicle(s) covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:

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a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.

b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the MGS Performance Specification, and any Interface Control Documents related to Government Furnished Material.

1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.

2) The Joint Contractor-Government Configuration Management (CM) Team has established a corrective action plan for the CM process. To clarify the CM process, the contractor and the Government agree to execute a contract modification which specifies the CM process for Production no later than 15 Sep 2002.

3) Development Team Meetings. The Joint Contractor-Government Development Team shall coordinate the resolution of PQT, performance, and vehicle configuration issues.

5. The contract provisions of C.3.10 and C.5.13 are waived for the vehicle(s) covered by this modification subject to the following conditions:

a. The contractor complies with requirements covered by previous modifications under Delivery Order 0002 and complies with requirements in this modification to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1, W-BCT-011, W-BCT 012, W-BCT-013, and W-BCT-018.

b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicle(s) accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.

c. The Government has authorized the contractor to use Beryllium in the Head Mirror of the Compact Modular Sight (CMS) for the MGS with the following stipulations: 1) Use is approved only until such time as an alternative mirror can be developed and qualified for this application and 2) Brush/Wellman Material Safety Data Sheet-No. M10 guidance must be followed throughout its use and each mirror must be permanently marked with the following information:

MADE FROM BERYLLIUM  
Do not machine, cut or grind upon  
Beryllium particulates can present a severe health risk  
Must be returned to the manufacturer for disposal:  
Brush Wellman, Inc.  
147010 W. Portage River Road, South  
Elmore, Ohio 43416  
419-862-417

d. Mirrors in need of maintenance, demilitarization or disposal, shall be returned to Brush/Wellman. The contractor shall develop the following TM warning.

USE OF BERYLLIUM IN THE HEAD MIRROR OF THE  
COMPACT MODULAR SIGHT (CMS)

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FOR THE MOBILE GUN SYSTEM (MGS) VEHICLES

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects or deficiencies in parts, components or assemblies provisionally released. Section H.15.1.4 of this contract defines failures/defects as 1) any condition or characteristic in the vehicles that is not in compliance with the requirements of this contract, or 2) any item, part, assembly or subassembly on the vehicle that does not function or operate as it is designed/intended. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements under the applicable Delivery Orders 0001 and/or 0003. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. To inspect the vehicle(s) covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) MGS FIR Revision D dated, 15 Apr 2002 at Anniston and MGS FIR Revision G, dated 10 Jun 2002 at Muskegon, Portions of the FIR not completed are listed in Attachment A. Attachment A will be incorporated by reference into this modification.

8. Pursuant to the FIRs identified in paragraph 7 above, the subject MGS will be conditionally accepted. This vehicle(s) will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

Vehicle Information Data Sheets (VIDS) provides retrofit data for each vehicle delivered to the Government and is an automated solution available to the Government with the IDE. The VIDS databases incorporate all the information related to required, known or planned retrofits of the vehicle(s). It identifies and provides tracing of all missing or corrected parts that require retrofit. It identifies software changes as well as, unresolved/open issues pending corrective action identification. It may include Production Improvement Notices (PINS) or Changes Other Than Production Improvements (COTPIs) requiring retrofit. The VIDS report shall be structured so that it can be sorted by retrofit items/issues as well as by vehicle. The vehicle specific lists of retrofit item(s) and their installation date(s) determine the start dates for extended warranties.

The contractor shall generate and maintain a vehicle unique VIDS, formerly Attachment B. The contractor shall provide an automated solution that can function within the IDE. The VIDS database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. At a minimum, the VIDS update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The VIDS submission shall be structured to sort by retrofit items/issues as well as by vehicle. Specifically for MGS, VIDS will track all common retrofit requirements. No later than 15 September 2002, the VIDS database shall be populated with all of the required information pertaining to all Stryker vehicles previously conditionally accepted.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts this vehicle(s) pending resolution/correction of the following Contractor waivers to the vehicle(s) Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver GDVW007)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver GDVW008)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver GDVW009)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver GDVW010)
- 5) Side Marker Lights. (Reference Contractor Waiver W-BCT-0021)
- 6) The 152MM Protection/ 62MM and 14.5MM Protection/ Self Recovery/ Water Heater/ Auxilliary Power Source/ Power System Management. (Reference Contractor Waiver W-BCT-017)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in VIDS which is incorporated into this modification by reference.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-D-M051/0003      MOD/AMD</p>	<p style="text-align: center;"><b>Page 15 of 37</b></p> <p style="text-align: center;">REPRINT</p>
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d. Height Management System (HMS). In the event the HMS does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

e. The parties have agreed to a redesign of the Commander's Panoramic Viewer (CPV). See Modification P00008 to Delivery Order 0003. The unimproved CPV is not required and the vehicle can be accepted without the Viewer subject to the following:

1) The contractor is required to submit a proposal to definitize the ceiling price of the stabilized CPV not later than 30 Aug 2002. The additional cost for the improved CPV had not yet been added to the vehicle unit price and is not included herein.

2) The delivery schedule for the improved CPV required to complete this vehicle is not later than 31 Dec 2002. The contractor will not invoice for the increase in unit cost of this vehicle until the stabilized CPV is installed, fully functional and compliant to the applicable requirements.

9. The unit price will be reduced by \$70,186 prior to liquidation of progress payments as the result of restructuring of the contract relative to contractor support to government tests. There are other open specification issues and revision/clarification of the specification in discussions. In the event, the parties agree to reduce/change the contractual requirements as a result of these discussions, an equitable adjustment will be required to the unit price of the vehicle(s). The parties resolve to finalize all these pending contractual and specification actions.

10. The Government will withhold \$277,480 per vehicle (after liquidation of progress payments) for all of the items addressed above in paragraph 8 of this modification.

a. Unless specifically stated or waived herein, acceptance of this vehicle(s) shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the current applicable contract/specification requirements. The price for the MGS represents the price for a fully compliant production representative vehicle. The final production representative or fully compliant vehicle will not be established until all testing or other actions are completed and contractual compliance is established. Until compliance has been established, to include successful completion of PVT, acceptance of the vehicle(s) will remain conditional. Responsibility for redesign to correct failures in PQT, PVT or other vehicle deficiencies will depend on whether the specific component or assembly design rights are the Government's responsibility under Delivery Order 0001 or the contractor's proprietary design. However, in all cases, the contractor has the responsibility to retrofit the vehicle(s) to the final production representative configuration under the PVT related correction of deficiencies requirements of the contract.

b. The Warranty start date for the MGS accepted herein is the date the DD250 is executed. The contractor shall implement the procedures to fully exercise vehicle warranties to include the Pass-through, Failure Free and Systemic Warranty coverage as well as the contemplated extended warranty terms. The contractor shall track the parts usage and vehicle issues and, as appropriate, will exercise the warranty. Cost for warranted parts or labor shall not be charged to the cost reimbursement delivery orders for development/integration of test support. All costs associated with the warranty database and the administration of the Warranty are already included in the vehicle price.

11. Shipping instructions.

a. Subsequent to vehicle inspection/acceptance, the vehicle(s) will be shipped in place. While the vehicle(s) is shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicle(s). The Government will not incur any expense due to the shipment of the vehicle(s) in place.

12. As a result of this modification, the total price of Delivery Order 0003 is decreased by \$70,186. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 017 \*\*\*

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 16 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. This Modification 16 makes the following changes to Modification 15 to Delivery Order 0003:
  - a. In paragraph 7, the MGS FIR Revision G is changed to MGS FIR Revision H dated 17 Jul 02.

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- b. The withhold amount in Paragraph 10b is corrected from \$277,480 per vehicle to \$635,486 per vehicle.
- c. Paragraph 10b to Modifications 14 and 15 to Delivery Order 0003 is changed to read as follows:
 

The Contractor shall implement the procedures to exercise vehicle warranties per H.15 of the contract. The contractor shall track the parts usage and vehicle issues as appropriate. Given the developmental nature of MGS, warranty issues will be addressed on a case-by-case basis.
- d. Attachment A-1 entitled "Deferred Final Inspection Record Characteristics for MGS001" is incorporated into Attachment A of Modification 15.
- e. Attachment C entitled "ECOs" is added to Modification 15.
- f. Attachment D entitled "SIPRs" is added to Modification 15.
- g. Final Inspection Report (FIR) Discrepancy List dated 26 Aug 02 is added as Attachment E to Modification 15.
- h. The Government Conditional Acceptance Letter for MGS-0002 dated 29 Aug 02 is added as Attachment F to Modification 15. This letter requires the contractor to reconcile, no later than 18 Sep 02, all items on the FIR Discrepancy List with Attachment A to Modification 15.
- 3. This modification neither increases nor decreases the total amount of funds obligated to Delivery Order 0003. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 018 \*\*\*

- 1. This Modification 17 to Delivery Order 0003 under Contract DAAE07-00-D-M051 is a supplemental agreement.
- 2. The purpose of this Modification is to remove the cost of Production Verification Testing (PVT) and to remove the cost for selected items identified in Modification 15 Attachment A that will not be on the Mobile Gun System vehicles. The costs will be removed from the vehicle price of six (6) MGS vehicles on CLIN 0900AA. The parties agree to reduce the unit price by \$70,186 (\$28,678 for PVT plus \$41,508 for removed items) for each of the six vehicles, pending mutual resolution of the contemplated changes to the test support scope of work and any associated decrement to the unit price of the vehicle, and pending mutual resolution of the weight reduction management effort and any associated decrement to the unit price of the vehicle.

As a result of this modification, the total price of Delivery Order 0003 is decreased by \$421,116. Except as specificallylly stated above, all other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 019 \*\*\*

PROGRAM: Stryker Armored Vehicle Program

- 1. This Modification 18 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
- 2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of two (2) Mobile Gun System (MGS) Vehicles. The Vehicles' Serial Number are MGS-0003 and MGS-0004.
- 3. Baseline Configuration. The initial baseline configuration for the vehicle(s) was manufactured to the contractor's General Assembly MGS Part Number 12479553 (Preliminary Baseline Document GDV0470), dated 8 July 2002, with the exception of the contractor generated

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Engineering Change Orders outlined in Attachment C and the System Integration Problem Report (SIPR) outlined in Attachment D. Attachment C and D are incorporated into this modification by reference.

4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the MGS, C.5.5 are waived for the vehicle(s) covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:

a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.

b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the MGS Performance Specification, and any Interface Control Documents related to Government Furnished Material.

1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.

2) The Joint Contractor-Government Configuration Management (CM) Board shall meet on a regular basis and the Board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 15 November 2002. The contractor shall submit a revised CM Plan NLT 30 November 2002.

3) Development Team Meetings. The previously established Joint Contractor-Government Development Team shall coordinate the resolution of PQT, performance, and vehicle configuration issues.

5. The contract provisions of C.3.10 and C.5.13 are waived for the vehicle(s) covered by this modification subject to the following conditions:

a. The contractor complies with requirements covered by previous modifications under Delivery Order 0002 and complies with requirements in this modification to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1, W-BCT-011, W-BCT 012, W-BCT-013, and W-BCT-018.

b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicle(s) accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.

c. The Government has authorized the contractor to use Beryllium in the Head Mirror of the Compact Modular Sight (CMS) for the MGS with the following stipulations: 1) Use is approved only until such time as an alternative mirror can be developed and qualified for this application and 2) Brush/Wellman Material Safety Data Sheet-No. M10 guidance must be followed throughout its use and each mirror must be permanently marked with the following information:

MADE FROM BERYLLIUM  
Do not machine, cut or grind upon  
Beryllium particulates can present a severe health risk  
Must be returned to the manufacturer for disposal:  
Brush Wellman, Inc.  
147010 W. Portage River Road, South  
Elmore, Ohio 43416  
419-862-417

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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

d. Mirrors in need of maintenance, demilitarization or disposal, shall be returned to Brush/Wellman. The contractor shall develop the following TM warning.

USE OF BERYLLIUM IN THE HEAD MIRROR OF THE  
 COMPACE MODULAR SIGHT (CMS)  
 FOR THE MOBILE GUN SYSTEM (MGS) VEHICLES

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects or deficiencies in parts, components or assemblies provisionally released. Section H.15.1.4 of this contract defines failures/defects as 1) any condition or characteristic in the vehicles that is not in compliance with the requirements of this contract, or 2) any item, part, assembly or subassembly on the vehicle that does not function or operate as it is designed/intended. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements under the applicable Delivery Orders 0001 and/or 0003. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. To inspect the vehicle(s) covered by this modification, the Government will use the conditionally accepted Final Inspection Record(FIR) MGS FIR Revision D dated, 15 Apr 2002 at Anniston and MGS FIR Revision G, dated 10 Jun 2002 at Muskegon and Aberdeen Proving Grounds. Portions of the FIR not completed are listed in Attachment A. Attachment A will be incorporated by reference into this modification.

8. Pursuant to the FIRs identified in paragraph 7 above, the subject MGS vehicles will be conditionally accepted. These vehicle(s) will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The parts and the hardware shortages shall be installed on the vehicles at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. Attachment A addresses the open issues and the Contractor's Retrofit Database (formerly Attachment B) addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

The contractor shall generate and maintain vehicle unique data sheets (formerly Attachment B). The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit Database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the data base (IAW CDRL TBD). At a minimum, the data base update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and planned or open issues that may result in retrofit. It may include Production Improvement Notices (PINS) or Changes Other Than Production Improvements (COTPIS) requiring retrofit. The vehicle specific lists of retrofit items and their installation dates determine the start dates for extended warrenties. The Contractor's Retrofit Data Base submission shall be structured to sort by retrofit items/issues as well as by vehicle. Specifically for MGS, the Contractor's Retrofit Database will track all common retrofit requirements. No later than 15 November, 2002, the Contractor's Retrofit Database shall be populated with all of the required information pertaining to all Stryker vehicles previously conditionally accepted.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts these vehicle(s) pending resolution/correction of the following Contractor waivers to the vehicle(s) Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver GDVW007)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver GDVW008)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver GDVW009)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver GDVW010)
- 5) Side Marker Lights. (Reference Contractor Waiver W-BCT-0021)
- 6) The 152MM Protection/ 62MM and 14.5MM Protection/ Self Recovery/ Water Heater/ Auxilliary Power Source/ Power System Management. (Reference Contractor Waiver W-BCT-017)

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c. Execution of the retrofit plan per the steps, procedures and schedule identified in the vehicle unique retrofit data sheets which are incorporated into this modification by reference.

d. Height Management System (HMS). In the event the HMS does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

e. The parties have agreed to a redesign of the Commander's Panoramic Viewer (CPV). See Modification P00008 to Delivery Order 0003. The unimproved CPV is not required and the vehicle can be accepted without the Viewer subject to the following:

1) The contractor is required to submit a proposal to definitize the ceiling price of the stabilized CPV not later than 30 November 2002. The additional cost for the improved CPV has not yet been added to the vehicle unit price and is not included herein.

2) The delivery schedule for the improved CPV required to complete this vehicle is not later than 31 Dec 2002. The contractor will not invoice for the increase in unit cost of this vehicle until the stabilized CPV is installed, fully functional and compliant to the applicable requirements.

9. Modification 17 reduced the unit price by \$70,186.00 from \$3,722,050.00 to \$3,651,864.00. This reduction is due to the removal of the cost of production verification testing and the cost associated with selected items identified in Modification 15 Attachment A that will not be on Mobile Gun System vehicles. In addition, the above unit price of \$3,651,864.00 is further reduced by \$7,855.00 to correct an error on the initial vehicle price reduction for the APU. Hence, the adjusted unit price is \$ 3,644,009.00.

10. The Government will withhold \$204,021 per vehicle (after liquidation of progress payments) for all of the items addressed above in paragraph 8 of this modification.

a. Unless specifically stated or waived herein, acceptance of these vehicles shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the current applicable contract/specification requirements. The price for the MGS represents the price for a fully compliant production representative vehicle. The final production representative or fully compliant vehicle will not be established until all testing or other actions are completed and contractual compliance is established. Until compliance has been established, to include successful completion of PVT, acceptance of the vehicle(s) will remain conditional. Responsibility for redesign to correct failures in PQT, PVT or other vehicle deficiencies will depend on whether the specific component or assembly design rights are the Government's responsibility under Delivery Order 0001 or the contractor's proprietary design. However, in all cases, the contractor has the responsibility to retrofit the vehicle(s) to the final production representative configuration under the PVT related correction of deficiencies requirements of the contract.

b. The Warranty start date for the MGS vehicles accepted herein is the date the DD250 is executed. The contractor shall implement the procedures to fully exercise vehicle warranties to include the Pass-through, Failure Free and Systemic Warranty coverage as well as the contemplated extended warranty terms. The contractor shall track the parts usage and vehicle issues and, as appropriate, will exercise the warranty. Cost for warranted parts or labor shall not be charged to the cost reimbursement delivery orders for development/integration of test support. All costs associated with the warranty database and the administration of the Warranty are already included in the vehicle price.

11. Transportability.

a. The contractor provided the required CDRL 0010 report per C.3.7.3.2, but the information has changed as the design of the MGS has matured. Therefore, the data submitted is no longer applicable and has to be updated/corrected to meet the contract requirements. The contractor agrees to meet the following milestones:

- 1) Demonstration of MGS C-130 Egress. The Egress Demonstration shall be conducted not later than 30 March 2003.
- 2) Transportability Documentation. The contractor shall submit the Transportability Documentation to include all necessary information for Air Force review, including but not limited to any necessary waivers, not later than 30 April 2003.

Director, Military Traffic Management Command, Transportation Engineering agency  
ATTN: MTTE-DPE (Mr. Owen Spivey)  
720 Thimble Shoals Blvd., Suite 130  
Newport News, VA 23606

3) The contractor shall run its ramp test model for 12, 13 1/2, and 15 degrees for the MGS and provide results to the Government not later than 15 April 2003.

4) If the contractor fails to make progress against the aforementioned requirements, the Government may exercise its remedies under the contract.

12. Vehicle retrofits/Corrective Actions. Any vehicle retrofits or corrective actions required to meet the Transportability

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Requirements, to include all safety releases, shall be completed by the contractor not later than 30 June 2003.

13. Inspection and Acceptance. Inspection and acceptance points have been changed from FOB Origin to FOB Destination. The contractor shall be responsible for transportation of vehicles MGS-0003 and MGS-0004 from Muskegon to Aberdeen Proving Grounds.

14. Shipping instructions.

a. Shipping instructions are provided in Section B of this Modification 18.

15. As a result of this Modification the contract price is reduced by \$15,710.00. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 020 \*\*\*

DAAE07-00-D-M051/0003

PROGRAM - FAMILY OF INTERIM ARMORED VEHICLES - MOBILE GUN SYSTEM

1. This modification to Delivery Order 0003 to Requirements Contract DAAE07-00-D-M051 is a unilateral modification.
2. The purpose of this Modification is to convert the Contractors effort from Cost Reimbursable to Firm Fixed Price.
3. The following CLINs, formerly undefinitized, have been definitized as Firm Fixed Price. All disbursements made under these CLINs in accordance with FAR 52.216-26, Payments of Allowable Costs Before Definitization, APR/1984, are to be treated as prior payments and be credited to Work in Progress (WIP) and removed from the Material Line (ULO).

CLIN      ACRN

0900AA	AA
0900AB	AA
0901AA	AB

4. Upon execution of this modification, all material delivered under these CLINs under this delivery, shall revert to being Contractor furnished material as if acquired exclusively under the terms of a fixed price vehicle Delivery Order.
5. Progress Payments are authorized under this Delivery Order in accordance with the Requirements Contract DAAE07-00-D-M051, clauses H-1, H-2 and H-3. The total amount of progress payments shall not exceed 75 percent of the total value of the CLINs referenced above.
6. In the event payments made to the Contractor under these CLINs exceed the limitations imposed by the Progress Payment Provisions, such payments shall be adjusted to be in compliance with the Progress Payment Provisions by submittal of an Adjusting Progress Payment request no later than at the end of a 60-day period following execution of this modification.
7. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.
8. The total amount funded and obligated for Delivery Order 0003 remains unchanged.

\*\*\* END OF NARRATIVE A 021 \*\*\*

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 19 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. This Modification 19 makes the following changes to Modification 18 to Delivery Order 0003:

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a. In paragraph 7, the MGS FIR Revision G dated 10 Jun 2002 is changed to MGS FIR Revision H dated 17 Jul 2002.

b. Paragraph 10c is added Modification 18 to incorporate the following language:

The Government shall withhold \$100,000 per vehicle relating to ammunition handling system integration issues. The ammunition handling system withhold amount will be released upon the start of PQT RAM testing. The Government shall withhold \$50,000 per vehicle relating to Gun Turret Drive/Fire Control issues. If the Government determines that the Gun Turret Drive/Fire Control issues do not preclude MGS 0003 & 0004 from beginning Government PQT, the \$50,000 withhold will be released.

c. A revised Attachment A is incorporated into Modification 18.

d. The withhold amount in Paragraph 10 is changed from \$204,021 to \$301,954 per vehicle, in accordance with the terms in paragraph 10c. and the revised Attachment A.

e. FIR Matrix MGS 0003 and FIR Matrix MGS 0004 dated 21 Nov 2002 are added, by reference, as Attachment G to Modification 18.

3. This modification neither increases nor decreases the total amount of funds obligated to Delivery Order 0003. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 023 \*\*\*

PROGRAM: Stryker Armored Vehicle Program

1. This Modification 20 to Delivery Order 0003 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.

2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of three (3) Mobile Gun System (MGS) Vehicles. The Vehicles' Serial Numbers are MGS-0005, MGS 0006, and MGS-0007.

3. Baseline Configuration. The initial baseline configuration for the vehicle(s) was manufactured to the contractor's General Assembly MGS Part Number 12479553 (Preliminary Baseline Document GDV0470), dated 8 July 2002, with the exception of the contractor generated Engineering Change Orders (ECOs) outlined in Attachment C and the System Integration Problem Reports (SIPRs) outlined in Attachment D. The ECO list and SIPR list for MGS vehicles 0005, 0006, and 0007 will be incorporated into their respective attachments in a follow-on Modification to Delivery Order 0003.

4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the MGS, C.5.5 are waived for the vehicle(s) covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:

a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.

b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the MGS Performance Specification, and any Interface Control Documents related to Government Furnished Material.

1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.

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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

2) The Joint Contractor-Government Configuration Management (CM) Board shall meet on a regular basis and the Board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 30 December 2002. The contractor shall submit a revised CM Plan NLT 15 January 2003.

3) Development Team Meetings. The previously established Joint Contractor-Government Development Team shall coordinate the resolution of PQT, performance, and vehicle configuration issues.

5. The contract provisions of C.3.10 and C.5.13 are waived for the vehicle(s) covered by this modification subject to the following conditions:

a. The contractor complies with requirements covered by previous modifications under Delivery Order 0002 and complies with requirements in this modification to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1, W-BCT-011, W-BCT 012, W-BCT-013, and W-BCT-018.

b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicle(s) accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.

c. The Government has authorized the contractor to use Beryllium in the Head Mirror of the Compact Modular Sight (CMS) for the MGS with the following stipulations: 1) Use is approved only until such time as an alternative mirror can be developed and qualified for this application and 2) Brush/Wellman Material Safety Data Sheet-No. M10 guidance must be followed throughout its use and each mirror must be permanently marked with the following information:

MADE FROM BERYLLIUM  
Do not machine, cut or grind upon  
Beryllium particulates can present a severe health risk  
Must be returned to the manufacturer for disposal:  
Brush Wellman, Inc.  
147010 W. Portage River Road, South  
Elmore, Ohio 43416  
419-862-417

d. Mirrors in need of maintenance, demilitarization or disposal, shall be returned to Brush/Wellman. The contractor shall develop the following TM warning.

USE OF BERYLLIUM IN THE HEAD MIRROR OF THE  
COMPACT MODULAR SIGHT (CMS)  
FOR THE MOBILE GUN SYSTEM (MGS) VEHICLES

6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects or deficiencies in parts, components or assemblies provisionally released. Section H.15.1.4 of this contract defines failures/defects as 1) any condition or characteristic in the vehicles that is not in compliance with the requirements of this contract, or 2) any item, part, assembly or subassembly on the vehicle that does not function or operate as it is designed/intended. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements under the applicable Delivery Orders 0001 and/or 0003. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.

7. To inspect the vehicle(s) covered by this modification, the Government will use the conditionally accepted Final Inspection Record(FIR) MGS FIR Revision D dated, 15 Apr 2002 at Anniston and MGS FIR Revision G, dated 17 Jul 2002 at Muskegon and Aberdeen Proving Grounds. Upon 100% completion of the FIRs for MGS vehicles 0005, 0006, and 0007, each FIR Matrix results will be incorporated into a

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follow-on Modification to Delivery Order 0003.

8. Pursuant to the FIRs identified in paragraph 7 above, the subject MGS vehicles will be conditionally accepted. These vehicle(s) will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The parts and the hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. Attachment A addresses the open issues and the Contractor's Retrofit Database (formerly Attachment B) addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

The contractor shall generate and maintain vehicle unique data sheets (formerly Attachment B). The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit Database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the data base (IAW CDRL TBD). At a minimum, the data base update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and planned or open issues that may result in retrofit. It may include Production Improvement Notices (PINS) or Changes Other Than Production Improvements (COTPIS) requiring retrofit. The vehicle specific lists of retrofit items and their installation dates determine the start dates for extended warrenties. The Contractor's Retrofit Data Base submission shall be structured to sort by retrofit items/issues as well as by vehicle. Specifically for MGS, the Contractor's Retrofit Database will track all common retrofit requirements.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts these vehicle(s) pending resolution/correction of the following Contractor waivers to the vehicle(s) Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver GDVW007)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver GDVW008)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver GDVW009)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver GDVW010)
- 5) Side Marker Lights. (Reference Contractor Waiver W-BCT-0021)
- 6) The 152MM Protection/ 62MM and 14.5MM Protection/ Self Recovery/ Water Heater/ Auxilliary Power Source/ Power System Management. (Reference Contractor Waiver W-BCT-017)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in the vehicle unique retrofit data sheets which are incorporated into this modification by reference.

d. Height Management System (HMS). In the event the HMS does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

e. The parties have agreed to a redesign of the Commander's Panoramic Viewer (CPV). See Modification P00008 to Delivery Order 0003. The unimproved CPV is not required and the vehicle can be accepted without the Viewer subject to the following:

- 1) The additional cost for the improved CPV has not yet been added to the vehicle unit price and is not included herein.
- 2) The delivery schedule for the improved CPV required to complete this vehicle is not later than 15 Jan 2003. The contractor will not invoice for the increase in unit cost of this vehicle until the stabilized CPV is installed, fully functional and compliant to the applicable requirements.

9. Modification 17 reduced the unit price of each vehicle presented for acceptance by \$70,186.00 from \$3,722,050.00 to \$3,651,864.00. This reduction is due to the removal of the cost of Production Verification Testing (PVT) and the cost associated with selected items identified in Modification 15 Attachment A that will not be on Mobile Gun System vehicles. In addition,the above unit price of \$3,651,864.00 is further reduced by \$7,855.00 for each vehicle presented for acceptance to correct an error on the initial vehicle price reduction for the APU. Hence, the adjusted unit price is \$ 3,644,009.00.

10. The Government will withhold \$301,954 per vehicle (after liquidation of progress payments) for all of the items addressed above in

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-00-D-M051/0003      <b>MOD/AMD</b></p>	<p align="center"><b>Page 24 of 37</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

paragraph 8 and in accordance with the terms in paragraph 10c of this modification. The Government reserves the right to adjust the withholds for MGS vehicles 0005, 0006 and 0007 when 100% of the FIR for each vehicle is completed. Prior to DD250 acceptance of MGS 0005, 0006, and 0007, each vehicle must be 100% inspected to the FIR. In addition, prior to DD250 acceptance, the Government will determine if each vehicle meets a PQT ready configuration.

a. Unless specifically stated or waived herein, acceptance of these vehicles shall not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the current applicable contract/specification requirements. The price for the MGS represents the price for a fully compliant production representative vehicle. The final production representative or fully compliant vehicle will not be established until all testing or other actions are completed and contractual compliance is established. Until compliance has been established, to include successful completion of PVT, acceptance of the vehicle(s) will remain conditional. Responsibility for redesign to correct failures in PQT, PVT or other vehicle deficiencies will depend on whether the specific component or assembly design rights are the Government's responsibility under Delivery Order 0001 or the contractor's proprietary design. However, in all cases, the contractor has the responsibility to retrofit the vehicle(s) to the final production representative configuration under the PVT related correction of deficiencies requirements of the contract.

b. The Warranty start date for the MGS vehicles accepted herein is the date the DD250 is executed. The contractor shall implement the procedures to fully exercise vehicle warranties to include the Pass-through, Failure Free and Systemic Warranty coverage as well as the contemplated extended warranty terms. The contractor shall track the parts usage and vehicle issues and, as appropriate, will exercise the warranty. Cost for warranted parts or labor shall not be charged to the cost reimbursement delivery orders for development/integration of test support. All costs associated with the warranty database and the administration of the Warranty are already included in the vehicle price.

c. The Government shall withhold \$100,000 per vehicle relating to Ammunition Handling System integration issues. The ammunition handling withhold amount will be released upon the start of PQT RAM testing for each of these vehicles. The Government shall withhold \$50,000 per vehicle relating to Gun Turret Drive/Fire Control issues. If the Government determines that the Gun Turret Drive/Fire Control issues do not preclude MGS 0005, 0006, and 0007 from beginning Government PQT, the \$50,000 withhold be released.

11. Transportability.

a. The contractor provided the required CDRL 0010 report per C.3.7.3.2, but the information has changed as the design of the MGS has matured. Therefore, the data submitted is no longer applicable and has to be updated/corrected to meet the contract requirements. The contractor agrees to meet the following milestones:

- 1) Demonstration of MGS C-130 Egress. The Egress Demonstration shall be conducted not later than 30 March 2003.
- 2) Transportability Documentation. The contractor shall submit the Transportability Documentation to include all necessary information for Air Force review, including but not limited to any necessary waivers, not later than 30 April 2003.

Director, Military Traffic Management Command, Transportation Engineering agency  
ATTN: MTTE-DPE (Mr. Owen Spivey)  
720 Thimble Shoals Blvd., Suite 130  
Newport News, VA 23606

3) The contractor shall run its ramp test model for 12, 13 1/2, and 15 degrees for the MGS and provide results to the Government not later than 15 April 2003.

4) If the contractor fails to make progress against the aforementioned requirements, the Government may exercise its remedies under the contract.

12. Vehicle retrofits/Corrective Actions. Any vehicle retrofits or corrective actions required to meet the Transportability Requirements, to include all safety releases, shall be completed by the contractor not later than 30 June 2003.

13. Inspection and Acceptance. Inspection and acceptance points for vehicles MGS-0005, MGS-0006, and MGS-0007 have been changed from FOB Origin to FOB Destination. The contractor shall be responsible for transportation of these vehicles from Muskegon to Aberdeen Proving Grounds.

14. Shipping instructions.

a. Shipping instructions are provided in Section B of this Modification 18.

15. As a result of this Modification, the contract price is reduced by \$23,565. Except as specifically stated above, all other terms and conditions of Delivery Order 0003 remain unchanged and in full force and effect.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0003 <b>MOD/AMD</b>	<b>Page 25 of 37</b> REPRINT
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

\*\*\* END OF NARRATIVE A 024 \*\*\*

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-D-M051/0003 <b>MOD/AMD</b></p>	<p align="center"><b>Page</b> 26 <b>of</b> 37  REPRINT</p>
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<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-D-M051/0003 <b>MOD/AMD</b></p>	<p align="center"><b>Page</b> 26 <b>of</b> 37  REPRINT</p>
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<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-D-M051/0003 <b>MOD/AMD</b></p>	<p align="center"><b>Page</b> 26 <b>of</b> 37  REPRINT</p>
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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0900	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2320-01-481-8577 FSCM: 19207 PART NR: 12479553 SECURITY CLASS: Unclassified</p>				
0900AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MGS VEHICLES (3 ADDT'L) CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X112C008X1 PRON AMD: 12 ACRN: AA AMS CD: 643653</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W909531100H012 Y00000 M 2 PROJ CD BRK BLK PT 006 DEL REL CD QUANTITY DEL DATE 006 1 14-DEC-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0003</p> <p>Inspection and Acceptance shall be at the GDLS Muskegon Technical Center in Muskegon, Michigan.</p> <p>(End of narrative F001)</p>	1	EA	\$ 3,651,864.000	\$ 3,651,864.00
0900AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MGS VEHICLES (3 ADDT'L) CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X112C008X1 PRON AMD: 10 ACRN: AA AMS CD: 643653</p>	1	EA	\$ 3,651,864.000	\$ 3,651,864.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0900AC	Packaging and Marking  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 001   W909531100H012   Y00000      M                          2 PROJ CD      BRK BLK PT 006 DEL REL CD      QUANTITY      DEL DATE 001                          1                          15-JUL-2002  FOB POINT: Origin  SHIP TO: PARCEL POST ADDRESS (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  CONTRACT/DELIVERY ORDER NUMBER DAAE07-00-D-M051/0003				
	SERVICES LINE ITEM				\$ 7,444,100.00
	NOUN: MGS CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X122C033X1      PRON AMD: 01      ACRN: AD AMS CD: 643653C0300  The amount reflected on this SLIN represents the negotiated value of two (2) MGS Vehicles formerly contained on SLIN 0900AA which were terminated in accordance with FAR 52.249-2 by Modification 12 to this Delivery Order.  (End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DLVR SCH                          PERF COMPL REL CD                          QUANTITY                          DATE 001                          0                          30-SEP-2003  \$ 7,444,100.00				
	PRODUCTION QUANTITY	1	EA	\$ 3,651,864.000	\$ 3,651,864.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0900AE	NOUN: MGS VEHICLES PRON: X112C008X1      PRON AMD: 07      ACRN: AA AMS CD: 643653  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001   W909531100H012   Y00000    M                          2 <u>PROJ CD</u> <u>BRK BLK PT</u> 006 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                          1                          15-AUG-2002  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0003					
	<u>PRODUCTION QUANTITY</u>	2	EA	\$ 3,644,009.000	\$ 7,288,018.00	
	NOUN: MGS VEHICLES (3 ADDT'L) PRON: X112C008X1      PRON AMD: 10      ACRN: AA AMS CD: 643653  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 002   W909532268L002   W81C5M    M                          1 <u>PROJ CD</u> <u>BRK BLK PT</u> IOQ <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001                          2                          16-SEP-2002  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M)    PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND      MD 21005-5001					

**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0003  EXCEPTION DATA: Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten, (586) 753-2135  SHIP TO: Transportation Officer Bldg 507 W23AAU Aberdeen Proving Ground, MD 21005-5059  MARK FOR: W81C5M Aberdeen Test Center Bldg 358 Collieran Road ATTN: Donna McClung, (410) 278-5534 CELL (410) 320-8815  (End of narrative F001)				
0900AF	<u>PRODUCTION QUANTITY</u>  NOUN: MGS VEHICLES (3 ADDT'L) PRON: X112C008X1      PRON AMD: 12      ACRN: AA AMS CD: 643653  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC                      SUPPL <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u> 003   W909532352L002   W81C5M    M                      1 <u>PROJ CD    BRK BLK PT</u> I0Q <u>DEL REL CD            QUANTITY            DEL DATE</u> 001                      2                      30-DEC-2002  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W81C5M)    PR USA ABERDEEN TEST CTR BLDG 358 COLLERAN ROAD ABERDEEN PROV GND      MD 21005-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0003  DOC                      SUPPL <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u> 004   W909532352L003   W61HZF    M                      1	3	EA	\$ 3,644,009.000	\$ 10,932,027.00

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p> <u>PROJ_CD</u>      <u>BRK_BLK_PT</u>  I0Q  <u>DEL_REL_CD</u>      <u>QUANTITY</u>      <u>DEL_DATE</u>  001                      1                      30-DEC-2002 </p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (W61HZF)    SR W04X USA YUMA PROVING GROUND SRA  BLDG 2710 SANCHEZ STREET  YUMA                                      AZ 85365-9113</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>  DAAE07-00-D-M051/0003</p> <p>DOC REL CODE #003 MILSTRIP NO. W90953-2352-L002  EXCEPTION DATA: Vehicles are to be shipped in  accordance with Security Classification Guide. For  further guidance, contact PM BCT Security Keith  Whitten, (586)753-2135</p> <p>SHIP TO: Transportation Officer  Blds. 507  W23AAU Aberdeen Proving Ground, MD 21005-5059  MARK FOR: W81C5M  Aberdeen Test Center  Bldg. 358 Colleran Road  ATTN: Donna McClung, (410)278-5534/  Cell (410)320-8815</p> <p>DOC REL CODE #004 MILSTRIP NO. W90953-2352-L003  EXCEPTION DATA: Vehicles are to be shipped in  accordance with Security Classification Guide. For  further guidance contact PM BCT Security Keith  Whitten, (586)753-2135</p> <p>SHIP TO: Transportation Officer  USA Yuma Proving Ground SRA  Bldg 2710 Sanchez Street  Yuma, AZ 85365-9113</p> <p>MARK FOR:  W61HZF  ATTN: Pete Kurupas, CML 928-328-6038/DSN 899-6038</p> <p>(End of narrative F001)</p>				
0901	<u>Supplies or Services and Prices/Costs</u>  SECURITY CLASS: Unclassified				
0901AA	<u>SERVICES LINE ITEM</u>  NOUN: NON-RECURRING COSTS MGS CLIN CONTRACT TYPE: Firm-Fixed-Price				\$ 11,003,276.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5000	PRON: X11GX044X1      PRON AMD: 02      ACRN: AB AMS CD: 311071				
	Labor and Material for Tooling, Fixtures and Facilitization.			NOT TO EXCEED CEILING PRICE	\$11,003,276.00
	(End of narrative B001)			LIMITATION OF GOV'T LIABILITY	\$ 5,501,638.00
	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u> DLVR SCH                          PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001                         0                         15-JUL-2002  \$       11,003,276.00				
	<u>Supplies or Services and Prices/Costs</u>  SECURITY CLASS: Unclassified  <u>DATA ITEM</u>  DATA ITEM  SECURITY CLASS:Unclassified Technical Data as set forth in DATA ITEM  SECURITY CLASS:Unclassified  Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.  CDRL A001 Contract Work Breakdown Structure (WBS)  CDRL A0004.0 Contract Data Summary Report (CCDR)  CDRL A004.1 Functional Cost-Hour Report DD-1921-1  CDRL A004.2 Progress Curve Report DD-1921-2  CDRL A006 Final Inspection Records (FIRs)  CDRL A007 Configuration Mangement Report  CDRL A008 Engineering Change Proposal (ECP)  CDRL A009 Engineering Release Record (ERR)  CDRL A010 Transportability Report  CDRL A011 TIR/FACAR		LO	\$ _____ ** NSP **	\$ _____ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CDRL A017 Radioactive Materials  CDRL A018 Hazardous Materials Management Report  CDRL A019 Log Mgt Info (LMI)  CDRL A020 IETM  CDRL A021 Training Materials  CDRL A027 FSR Deployment Data  CDRL A028 Multiple Quantity Packaging Candidate List  CDRL A029 Shakedown Test Plan  CDRL A030 System Support Package List  CDRL A031 Product Quality Deficiency Reports  CDRL A032 Modeling & Simulation Data Requirements  CDRL A033 Pass Through Warranties   <				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<div>AMS CD: 643653C0300</div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>30-SEP-2002</td></tr></table><div>\$      455,082.00</div></div>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	30-SEP-2002				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	0	30-SEP-2002									



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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
1 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$455,082.00 dollars.		
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$455,082.00 dollars.		
(End of clause)		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-D-M051/0003 <b>MOD/AMD</b>	<b>Page 36 of 37</b> REPRINT
<b>Name of Offeror or Contractor:</b> GM GDLS DEFENSE GROUP L.L.C.		

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
2	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
	(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$25,960,743.00 for CLIN 0900AA and \$5,501,638.00 for CLIN 0901AA.		
	(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$25,960,743.00 dollars. (End of clause)		
3	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
	(a) A firm-fixed price is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal and cost or pricing data supporting its proposal.		
	(b) The schedule for definitizing this contract action is as follows:		
	Projected Award Date of UCA	19 NOV 2001	
	Projected date to begin Alpha effort	03 DEC 2001	
	Projected Completion Date of Alpha effort	29 APR 2002	
	Estimated Date of Contract Definitization	28 MAY 2002	
	(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.		
	(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-		
	(I) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);		
	(ii) All clauses required by law as of the date of the Contracting Officer's determination; and		
	(iii) Any other clauses, terms, and conditions mutually agreed upon.		
	(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.		
	(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$910,164.00.		
	(End of clause)		
4	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	APR/1984
	(a) <u>Reimbursement rate</u> . Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:		
	(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; <u>provided</u> , that the Government's payment to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.		
	(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; <u>provided</u> , that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.		
	(3) Eighty-five percent of all other approved costs.		

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-D-M051/0003 MOD/AMD</p>	<p style="text-align: center;"><b>Page 37 of 37</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP L.L.C.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every two weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term costs includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every two weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)